

**INTERGOVERNMENTAL AGREEMENT**  
**COORDINATED OFFICE ON HOUSELESSNESS**

**Document 2022-973**

**\*\*DRAFT: 11-30-22 \*\***

**PARTIES**

- Deschutes County, a political subdivision of the State of Oregon, (“County”)
- City of Bend, an Oregon Municipal Corporation, (“Bend”)
- City of La Pine, an Oregon Municipal Corporation, (“La Pine”)
- City of Sisters, an Oregon Municipal Corporation, (“Sisters”)
- City of Redmond, an Oregon Municipal Corporation, (“Redmond”)

**RECITALS**

A. ORS 190.010 authorizes units of local government to enter into Intergovernmental Agreements (“IGA”) for the performance of any or all functions which a Party to the IGA has the authority to perform.

B. The Parties to this IGA agree to support a joint effort to implement [HB 4123](#) and establish a countywide County-City Coordinated Houseless Response Office Pilot (“Office”).

C. The Office will operate under the general direction of the Deschutes County Administrator (“CA”) and subject to oversight and policy direction by the Oversight Board of Directors (“Board”).

D. The Board will be comprised of one (1) elected official from each Party to this IGA. Initial Board members have opportunity to make important, foundational decisions at inception including ensuring sound governance and input to the County Administrator on the hiring of the Executive Director (“ED”). The Board will approve the Office Strategic Plan and will provide policy direction to the Office.

E. The Deschutes County Counsel office will act as legal advisor to the Executive Director, the CA, and the Board for matters related to the Office or the purpose of this IGA. Nothing in this IGA is intended to abrogate, waive, or diminish the attorney-client privilege or other confidentiality provisions applicable between City elected officials and City employees and legal counsel for their respective cities.

F. Parties to this IGA shall appoint a staff liaison to attend Board meetings and work/coordinate with the Office.

G. Board members shall serve as a liaison between their elected body and the Office.

H. As an entity authorized by statute and formed by an IGA with the authority to make decision on policy and administration, the Board is considered a public body for the purposes of the public meetings law, will hold noticed meetings open to the public, and otherwise act in accordance with Oregon Public Meetings Law.

I. The Office will include an Advisory Panel ("Panel") comprised of houselessness experts drawn from the community, to include representatives with knowledge and experience in the areas of youth services, lived experiences, DEI, accessibility, housing, houselessness, land use, public education, health, education, philanthropy.

J. The Office will coordinate with and develop partnerships with local and regional stakeholders as specified in House Bill 4123.

K. The Office will be managed by an ED who will report to and be supervised by the CA or designee. The ED will be charged with general operation of the Office as more fully described in the Job Description attached hereto as Exhibit 1.

L. For the first two fiscal years, the Office will be funded with pilot funding of \$1,000,000 provided by the State of Oregon.

## **TERMS OF AGREEMENT**

- 1. Effective Date/Duration.** This IGA shall be effective when signed by two or more Parties. Unless extended or earlier terminated in a writing signed by a majority of the Parties, this IGA terminates on June 30, 2027.
- 2. Commitment to Support.** Parties to this IGA commit to support the Office for a total of not less than five fiscal years. The Parties understand that this IGA will need to be amended as the funding and commitments for years 3-5 are further defined and clarified by the Parties.
- 3. Strategic Plan.** Within one year of receiving the funding from the State of Oregon, the Board will adopt a five-year strategic plan that identifies and sets goals as set forth in HB 4123.
- 4. Member Obligations.**
  - a. County will provide direct supervision to the Office and to all employees of the Office, including but not limited to the Executive Director. County will retain oversight of fiscal matters of the Office and will be responsible for all associated salary/wages, tax withholding, benefits, insurance, etc. No employment or contractual relationship of any kind exists or will exist between the Parties to this IGA (other than the County) and the Office/employees in

the Office. The Office and the Board will be covered under the Deschutes County insurance.

- b. Bend will provide staff liaison and for two years, office facility for the Executive Director and support staff.
- c. La Pine will
- d. Sisters will
- e. Redmond will

## 5. General Terms.

- a. Assignment. This IGA, and each Party's rights and responsibilities associated with this IGA may not be assigned.
- b. Entire Agreement. This IGA sets forth the entire agreement of the parties with respect to the subject matter of the IGA and supersedes any and all prior negotiations, discussions, agreements and understandings of the parties.
- c. Recitals. The Recitals are incorporated into and made part of this IGA.
- d. Board Meetings. Meetings of the Board shall establish a meeting schedule [that meets quarterly or monthly].
- e. Panel Meetings. Meetings of the Panel shall occur monthly on the date established by the ED.
- f. Dispute Resolution. The Parties agree to attempt to resolve any disputes related to this IGA first by meeting between the City Managers and County Administrator. In the event dispute resolution is unsuccessful, this IGA will be construed, applied and enforced in accordance with the laws of the State of Oregon. Any action or proceedings arising out of this IGA will be initiated in the Circuit Court of Deschutes County, Oregon.
- g. Severability. If any provision of this IGA is held illegal or unenforceable in any respect, the remaining provisions remain in full force and effect to the extent possible.
- h. Access to Records. All parties to the IGA shall maintain fiscal records and all other records pertinent to this IGA.
  - 1. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
  - 2. All records shall be retained and kept accessible for at least three years, or as otherwise required to be retained by Oregon law.

3. If an audit, litigation or other action involving this IGA is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
  4. All Parties to this IGA and their authorized representatives shall have the right to direct access to all of associated books, documents, papers and records related to this IGA for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.
  5. In the event of a public records request, the Office is considered the custodian of the public records of the Board. To the extent more than one public body is the custodian of a given public record, when a city or county receives a request it has received from another public body, it may consult with the originating body to determine whether the records may be exempt from disclosure.
- i. Amendment/Extension. This IGA may be amended or extended by mutual written agreement of the Parties.
  - j. Indemnification. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, each Party shall defend, indemnify, and hold each other Party, and its officers, agents, employees and volunteers, harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively referred to as "claims") that may be based on, or arise out of, damage or injury (including death) to persons or property caused by or resulting from any act or omission of the Party in connection with the performance of this IGA or by conditions created thereby or based upon violation of any statute, ordinance or regulation. This indemnification shall not apply to claims caused by the sole negligence or willful misconduct of the other Party, its officers, agents, employees and volunteers. The Parties agree that they are not agents of each other and are not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.
  - k. Each Party has reviewed this IGA with its own legal counsel.
  - l. The persons signing below acknowledge they have read and understood this agreement, and certify that they have authorization from their governing bodies to execute this IGA and be bound by its terms.

CITY OF BEND

Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

DESCHUTES COUNTY

\_\_\_\_\_  
Nick Lelack, County Administrator  
Date: \_\_\_\_\_

CITY OF LA PINE

By: \_\_\_\_\_  
Date: \_\_\_\_\_

CITY OF SISTERS

By: \_\_\_\_\_  
Date: \_\_\_\_\_

CITY OF REDMOND

By: \_\_\_\_\_  
Date: \_\_\_\_\_

